

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEW MEXICO

Mike R. Serna,  
Plaintiff,

v.

case no. 1:23-cv-00083-SCY

David Webster, and  
Margette Webster,  
Defendants.

FILED  
UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO  
FEB 08 2023  
MITCHELL R. ELFERS  
CLERK

ANSWER TO MEMORANDUM AND  
TO SHOW CAUSE

On approximately May 23, 2015, an arbitration was held, and an award was granted to David Webster, and a Margaret Webster, that was not a litigant in the case, and against companies that Emma Serna did not own. There is an affidavit, in state district court, that states David and Margette Webster sued a company. The Plaintiff, Mike R. Serna, was not a party to this award, and this is only for the purpose to show this Court how this disastrous, and injurious matter came about.

1.  
Since, Margette Webster, was not named in the award, and later was turned into a Judgment, with the same people, and Margette was never mentioned in the judgment, Margette became furious but never scheduled a motion to correct the judgment or the Award, and instead altered every single document, and wrote out, next to "Margaret's name, "a/k/a Margette.

## GOVERNMENT INTERFERANCE

### FIRST INCIDENT:

1.

On approximately September 17, 2019, Margette Webster hired the Bernalillo Sheriff's Department, approximately 60-70 deputies, to collect, on a writ of execution, against Mike Serna, Emma Serna, and Emma's true and rightful company, Serna & Associates Construction Co., LLC. The writ was not made out against the Company that Margette sued, and the writ was to take everything in the house that was not nailed down. The Writ stated to give the money to "Margette Webster". This writ was written and approved, with abuse of discretion, by Ex-judge Nan Nash a now dismissed former judge because Emma filed a complaint against Judge Nash, for the abuse, and unlawful Court tactics she carelessly carried on, and consummated towards the Serna Family for Margette Webster's gain, without a rightful judgment.

2.

The deputies all had guns and clubs, and Mike and Emma Serna were told that good thing they were home or else they would have to tear down the door, and force themselves into the house, and take everything that was not bolted down.

3.

The Serna's asked the deputies if they had a judgment against them, and the deputies said no, but the writ, from a district court judge, gave them the right to take everything, to pay the amount of the writ off.

4.

The Serna's asked the deputies, how much and what would they be willing to accept, just to leave us alone? The deputies did not know if a judgment against any of the Serna's existed, and they said did not care to find out! Emma Serna had to rush to the Bank, and

borrow \$20,000.00 in order for the deputies to leave the premises.

**THE SITUATION OF EMBARRASSMENT AND HARRASSMENT:**

The embarrassment was too much to handle, and the abuse, and were going to use force to take all our belongings, without a judgment against any of the Serna's, Mike, Emma, or Emma's company, and Emma's company was a limited liability company, and Emma had to shut down the company, back in 2012 because she had had her 3<sup>rd</sup> Stroke, and could not work anymore. This abuse, and intentional harassment was caused for the benefit of David and Margette Webster, by the Judge and the deputies. The neighbors do not respect us anymore due to the misconduct of these deputies, and a writ is a direct instruction to law enforcement, and not to a particular person, and the deputies have a duty to investigate whether there is a judgment not just jump into the ocean and drown because the judge sent out a writ!

**DEPUTIES THAT WERE INVOLVED:**

Two of the deputies that witnessed, and participated throughout the complete ordeal:

Deputy Phil Gonzales Badge195

Deputy Carlos Gutierrez

**2<sup>nd</sup> INCIDENT:**

On approximately September 26, 2022. David and Margette Webster hired two deputies to evict the Serna Family out of their residence knowing that the Property belonged to The "Mike R. Serna Irrevocable Living Trust". The two Webster's had sued Emma Serna, Trustee of The Mike R. Serna Irrevocable Living Trust, a "Irrevocable Trust"

formed on May 07, 2015, and it's IRS # 30-6685542, and Mike Serna, individually.

The two Websters did Not sue the "Irrevocable Trust". All of the Property, was deeded to the Irrevocable Trust. Property that was in Mike and Emma Serna's name, and in the Limited Liability Company.

The two Webster's hired an attorney, and told him to change the name on the judgment, and say that the judgment says that Margette is named as the recipient of the judgment. So, the Complaint's title, of the Webster's second lawsuit of 2019 cv-04800 from state court, reads:

Margette Webster, a/k/a Margaret Webster, as named in judgment and David Webster,  
Plaintiffs,

v.

Emma R. Serna, individually and as Trustee of the  
Mike R. Serna Irrevocable Living Trust,  
Dated November 17, 2016, and Mike R. Serna,  
Defendants.

See copy of the actual judgment.

The Plaintiff, in this federal case is not asking this Court to review the case or judgment. I am asking for this Court to look at the Complaints' title which is a lie, and the lies started here. Margette was never granted a judgment, but she filed her Complaint to Foreclose on Margaret's transcript of judgment. Please read the "Judgment Debtor" Is Emma Serna d/b/a Serna and Associates Construction Co., a/k/a Serna and Associates LLC., and NOT Emma Serna, "Individually"!, and for Creditor Margaret Webster and David Webster. No mention of Margette Webster? The only way Margette could pass this "Transcript of Judgment" was to type it out the way the judgment was written, and State court notarized it the correct way, and Margette later wrote out the address of the:

Mike R. Serna Irrevocable Living Trust Property address, simply so everyone would assume that Emma Serna owns those companies as well, and that the judgment is against “Emma Serna”. Margette Webster deceived everyone, and assumed that by writing in the “Irrevocable Trust” name on the face of the lawsuit that that everyone would presume that the two Webster’s sued the “Irrevocable Trust” too. The lawsuit says, the Trustee of the “Irrevocable Trust”.

On September 26, 2022, two deputies came out to the “Irrevocable Trust Property” with a writ of “Eviction”, and with a big X written on it where the judge’s signature belongs. The two deputies told the Two Serna’s that they had “10 minutes” to pack what they needed, and leave. A locksmith, Bill’s locksmith company, changed all the locks on the doors, and the two deputies escorted David and Margette, into the Serna’s residence without permission or authorization , and the two Webster’s managed to trample all over the house, broke floor tiles, and dirtied walls, at their pleasure.

The Serna’s were told to leave, and not to set foot on the Property again. The Serna’s stayed at the “La Quinta” for two nights, and then went back to their residence

@10812 Olympic St., N.W.  
Albuquerque, NM 87114

changed the locks, and moved back in. The Sheriff’s came out with an illegal writ, and common sense tells them they legally could not remove the Serna’s from the residence because, 1. The “Mike R. Serna Irrevocable Living Trust” owns the Property  
2. The “Irrevocable Trust” is an “Entity”, and the Entity was not sued. 3. The lawsuit was against Mike and Emma Serna, and they live on Social Security. 4. The Property

was deeded to the “Irrevocable Trust”. 5. The “Irrevocable Trust” was set up to Protect the Serna’s assets. 6. The “Irrevocable Trust” never hurt the two Websters, but the two Webster’s hurt the Serna’s, both mentally, and financially.

3.

On September 28, 2022, David and Margette Webster went out to Serna’s residence, to evict them again. The Serna’s were not home, and the two Webster’s waited for the Serna’s to come home. Several of the neighbors called Emma to tell her that there was a truck parked out on the street, with the two persons that had come out with the deputies, and they had been there for several hours waiting for the Serna’s to come home. Emma Serna called the Albuquerque Police Department, and the Serna’s came home, and the Officer told them to leave, and that he was writing out a Police Report. The two Webster’s left but left behind two or three other cars full of men who had guns and clubs with them to do bodily harm to the Serna’s. The Serna’s locked themselves in their residence until they left. The two Webster’s wanted us out of our residence at all costs, and if the Serna’s would of stayed away from the house, the two Webster’s would of a said we abandoned the house, and then they could take over. Trickery and deceivement was their plot to take over the Property. APD officer B. Forsberg wrote up the police report #220076581 for the Sept. 26, 2022 incident, which left us traumatized, and totally abused, and mentally hurt that the two Webster’s would even try to scare the Serna’s to leave their residence.

3.

The Webster’s did not stop there, they told the APD Detectives, to come out to the Property, and to try to intimidate the Serna’s to remove themselves from the Property.

The first Detective tried to form a meeting with Emma Serna but it never materialized. The second Detective C.E. Bailey, Badge #3345, city of Albuquerque, came out to the property, and banged on the doors, the windows, and never called that she was going to come out to talk to Emma. Emma's husband had just come home from the hospital after going through spinal surgery, and could not walk, and needed Emma's assistance for every normal function. Again, Detective Bailey came out with Detective Josh Rogers, Badge #4001, and four others, and tried to intimidate Emma to hand over the Property to the two Webster's, and she gave me an ultimatum, solve this problem by the first of January, or I'm coming for you! I told her to leave the Property, and that the "Mike R. Serna Irrevocable Living Trust" owns the Property, and that she was out of her jurisdiction to speak to me this way. She told me, she was not going to try to go into the house, and left. Detective Bailey was not a litigant in the lawsuit. Did not know what the lawsuit was about, and was aiding and abetting the two Webster's to steal the Property, and this all happened during the month of December, 2022. The two Webster's never told the Detectives that had already stolen over \$60,000.00 from the Serna's, without a judgment, and they had placed liens on all the "Irrevocable Trust Property", without a judgment, trickery and deceit again.

At present, if something is not done about the acts and unlawful motives of David and Margette Webster they will try another serious cruel unfair and deceptive acts. They manipulated the system, used false information to get what they wanted, inflicted severe pain and suffering, damaged our reputation, and the Court system has to see that justice has to prevail, and give the Serna family some kind of peace of mind.

\$5,000,000,000.00 would not solve the misery and pain my family, and I have been

through. David and Margette need to be sanctioned in several ways.

#### DUE PROCESS OF THE LAW

The “Entity”, The Mike R. Serna Irrevocable Living Trust, was never sued or had a chance to defend itself from the errors of the Webster’s, and their attorney, Daniel White, who manipulated the system, and committed unfair and deceptive acts, for his clients, David and Margette Webster. There was no chance to stop the undue process of the Bernalillo Sheriffs or the APD Detectives, as they were going to inflict pain at the request of the two Websters. The 14<sup>th</sup> amendment was violated by the state, and its’ government officials, and we were deprived of life, liberty, and Property, and since the State of New Mexico was involved, and the Serna Family was deprived of their Equal Protection of the Law, the Plaintiff deserves these unlawful Claims to be resolved in Federal Court, and the proper restitution be initiated, and all of the “Mike R. Serna Irrevocable Living Trust Property” returned, and the harm and injury be repaired with compensation, and appropriate legal procedures and safeguards, and end this violation of the law, and deprive David and Margette Webster from filing in any Court, for any reason against the Serna Family or the Mike R. Serna Irrevocable Living Trust, and sanction the Webster’s for disrespect of the law, and harm and pain they have intentionally brought upon the Serna’s, and cease these fraudulent acts. The Plaintiff, Mike R. Serna, opened his “Irrevocable Trust” to protect his assets from a situation like this from happening, and to take care of my family, and my chosen Beneficiaries. The Serna family nor the Irrevocable Trust has ever had a note, mortgage, or any financial matter with David or Margette Webster, and neither of the Serna’s want

any thing to do with David or Margette Webster, and I just want everything reversed, and be compensated for the wrong these two have done.

Respectfully submitted,

  
\_\_\_\_\_  
Mike R. Serna, Pro Se  
P.O. Box 65384  
Albuquerque, NM 87193  
(505)321-1661

Certificate of Service:

I hereby certify a copy was mailed on this  
February 01, 2023 to the adverse  
Party.

David Webster  
8719 Tierra Allegre, N.E.  
Albuquerque, NM 87122

Margette Webster  
8719 Tierra Alegre, N.E.  
Albuquerque, NM 87122

## EXHIBITS

1. Arbitration award made out to "Margaret Webster, and NOT Margette Webster. This is where Margette started altering legal documents. Emma Serna was NOT sued Individually, a company was.
2. The Transcript of Judgment, before it was altered by Margette Webster, and it is NOT Against Emma Serna individually.
3. Margette's true and correct name is Margette.
4. Payment to Bernalillo County Sheriff's Department for \$20,000.00, and Margette Webster was the receiver, and Margette paid the sheriff's \$409.60 to take everything Belongings, material goods, from Mike Serna's residence. Mr. Serna borrowed the \$20,000.00 from Compass Bank.
5. Emma Serna's company from 2012
6. Margette Webster telling retail companies that the "Irrevocable Trust Property" is hers.
7. Detectives that came to Serna's residence to harass the Serna's for David and Margette Webster.
8. Proof that Serna has owned the Property since 1993, 3 pages.
9. Proof that the Mike R. Serna Irrevocable Living Trust belongs to the Plaintiff, Mike R. Serna, and was created on May 7,2015, and revised on November 17, 2016 for the purpose of bank and vehicle updates, etc. 4 pages.
10. Proof that David and Margette Webster sued Emma R. Serna, trustee, and Mike R. Serna, and NOT the Irrevocable Trust.

7/23/2015 4:33:13 PM  
James A. Noel  
Pam Martinez

STATE OF NEW MEXICO  
ICO COUNTY OF  
BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

MARGARET  
WEBSTER and DAVID  
WEBSTER,

Plaintiffs,

vs.

D-202-CV-07-6641

D-202-07-9594 Consolidated

EMMA SERNA, d/b/a  
SERNA & ASSOCIATES  
CONSTRUCTION CO., a/k/a  
SERNA & ASSOCIATES,  
LLC.

JUDGMENT ADOPTING ARBITRATION AWARD

This cause was ordered to binding arbitration through the Court Annexed-Arbitration program on March 18, 2015. John M. Wells, Esq. was the appointed arbitrator. Mr. Wells held the arbitration on May 19, 2015. He entered his award on May 22, 2015. The Serna Defendants did not attend the arbitration. The arbitrator heard evidence from the Plaintiffs and awarded damages to Plaintiffs and against Defendants as follows: actual damages of \$9,102.60; punitive damages of \$18,000; cost of 189.50; and, prejudgment interest of \$30,151.30, at 10%. The total award of \$57,443.40 is to bear post judgment interest at a rate of 10% per year.

The award of the arbitrator is just and proper. All parties are bound by the

2/28/2018

Doc# 2015084798

09/29/2016 01:55 PM Page: 1 of 3  
JUDGE R:\$10.00 M. Toulose Oliver, Bernalillo CountyFILED IN MY OFFICE  
DISTRICT COURT CLERK  
7/23/2015 4:33:13 PM  
James A. Noel  
Pam MartinezSTATE OF NEW MEXICO  
ICO COUNTY OF  
BERNALILLO  
SECOND JUDICIAL DISTRICT COURTMARGARET AKA MARgette  
WEBSTER and DAVID  
WEBSTER,*All agreed  
by Margette W.*Plaintiffs,  
vs.D-202-CV-07-6641  
D-202-07-9594 ConsolidatedEMMA SERNA, d/b/a  
SERNA & ASSOCIATES  
CONSTRUCTION CO., a/k/a  
SERNA & ASSOCIATES,  
LLC.JUDGMENT ADOPTING ARBITRATION AWARD

This cause was ordered to binding arbitration through the Court Annexed-Arbitration program on March 18, 2015. John M. Wells, Esq. was the appointed arbitrator. Mr. Wells held the arbitration on May 19, 2015. He entered his award on May 22, 2015. The Serna Defendants did not attend the arbitration. The arbitrator heard evidence from the Plaintiffs and awarded damages to Plaintiffs and against Defendants as follows: actual damages of \$9,102.60; punitive damages of \$18,000; cost of 189.50; and, prejudgment interest of \$30,151.30, at 10%. The total award of \$57,443.40 is to bear post judgment interest at a rate of 10% per year.

The award of the arbitrator is just and proper. All parties are bound by the arbitrator's decision pursuant to the Order Referring to Binding Arbitration of

Group **EXHIBIT 1.**

1 2.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

D.C. D-202-CV-07-6641 consolidated with D-202-CV-07-9594

TRANSCRIPT OF JUDGMENT

NATURE OF ACTION: COMPLAINT FOR DAMAGES

JUDGMENT CREDITOR(S)

Margaret Webster and David Webster

JUDGMENT DEBTOR(S)

Emma Serna d/b/a Serna and Associates  
Construction Co., a/k/a Serna and Associates,  
LLC. 10812 Olympic St NW  
Albuquerque, NM 87114

AMOUNT OF JUDGMENT

	Costs	Total	Rate of Interest
Damages			
Principal: \$9,102.60	Costs \$189.50	\$57,443.40	10% per year
Punitive: \$18,000.00	Interest \$30,151.30		

HOW SATISFIED AND REMARKS

DATE OF JUDGMENT

July 23, 2015

ATTORNEY FOR JUDGMENT  
CREDITOR

Alex Chisholm  
Attorney for Creditor  
1400 Central Ave. SE, Suite 1200  
ALBUQUERQUE NM 87196  
(505) 988-6627

I, James A. Noel, Clerk of the District Court of the Second Judicial District of the State of New Mexico, within and for the County of Bernalillo, do hereby certify the foregoing to be a true transcript of the Judgment of said Court, now of record in my office.  
IN WITNESS WHEREOF, I have unto set my hand and Seal of said Court on this 2nd day of September 2015.

CLERK OF THE DISTRICT COURT  
By: Sandra Stegeman, Deputy

Dec# 2315384732  
09-23-2015 10:57 AM M 1 of 2 Bernalillo County

3.

MARGETTE WEBSTER FORMERLY KNOWN AS MARGETTE ODO AN UNMARRIED WOMAN

for consideration per d. grax

MARGETTE WEBSTER A MARRIED WOMAN

7308 Oakland Avenue N.E., Albuquerque, New Mexico, 87122

the following described real estate in Bernalillo County, New Mexico:

Lot numbered Three (3) in Block numbered Seven (7) of the Amended Corrected Plat for RCR ESTE ESTATES, BLOCKS 1 THROUGH 11, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said plat, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 21, 1988 in Volume C36, Folio 28.

Subject to: 1990 taxes and years thereafter.

Subject to: Patent, reservation, restrictions, and easements of record.

Exhibit A



WITH A LITTLE CONSIDERATION

Witness hand and seal S this 15 day of JUNE 19<sup>93</sup>  
Margie Webster (Seal) \_\_\_\_\_ (Seal)  
MARGIE WEBSTER \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

#### **ACKNOWLEDGEMENT FOR NATURAL PERSONS**

STATE OF NEW MEXICO

}

— 22 —

This instrument was acknowledged before me on  
MARGARET WEBSTER

PAGE 15

N-~~com~~-202523

(Seal) 07/18/78

**FOR RECORDER'S USE ONLY**

**ACKNOWLEDGEMENT FOR CORPORATION**

**STATE OF NEW MEXICO**

卷之三

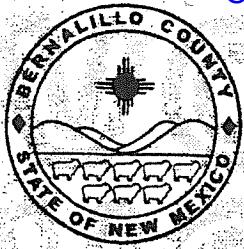
This document was generated before we go

---

**NAME OF OFFICER.**

114 of 114

My commission experts  
(Sect.)



TO THE TREASURER OF BERNALILLO  
COUNTY THROUGH WELLS FARGO, N.A.

DATE  
05/16/2017

WARRANT NO:  
9155239

11-24 / 1210

WELLS FARGO BANK, N.A.

\*\*\*\*\* \$19,590.40

AMOUNTS MUST AGREE

\*\*\*\*\* \$19,590.40

VOID AFTER ONE YEAR FROM ISSUE DATE

Nineteen Thousand Five Hundred Ninety Dollars And 40 Cents\*\*\*

PAY TO THE ORDER OF  
MARGETTE WEBSTER

ALBUQUERQUE NM 87122

*John M. G.*  
Chair Board of County Commissioners

*Linda Stover*  
County Clerk

19155239 1210002481 41214036121



BERNALILLO COUNTY  
STATE OF NEW MEXICO

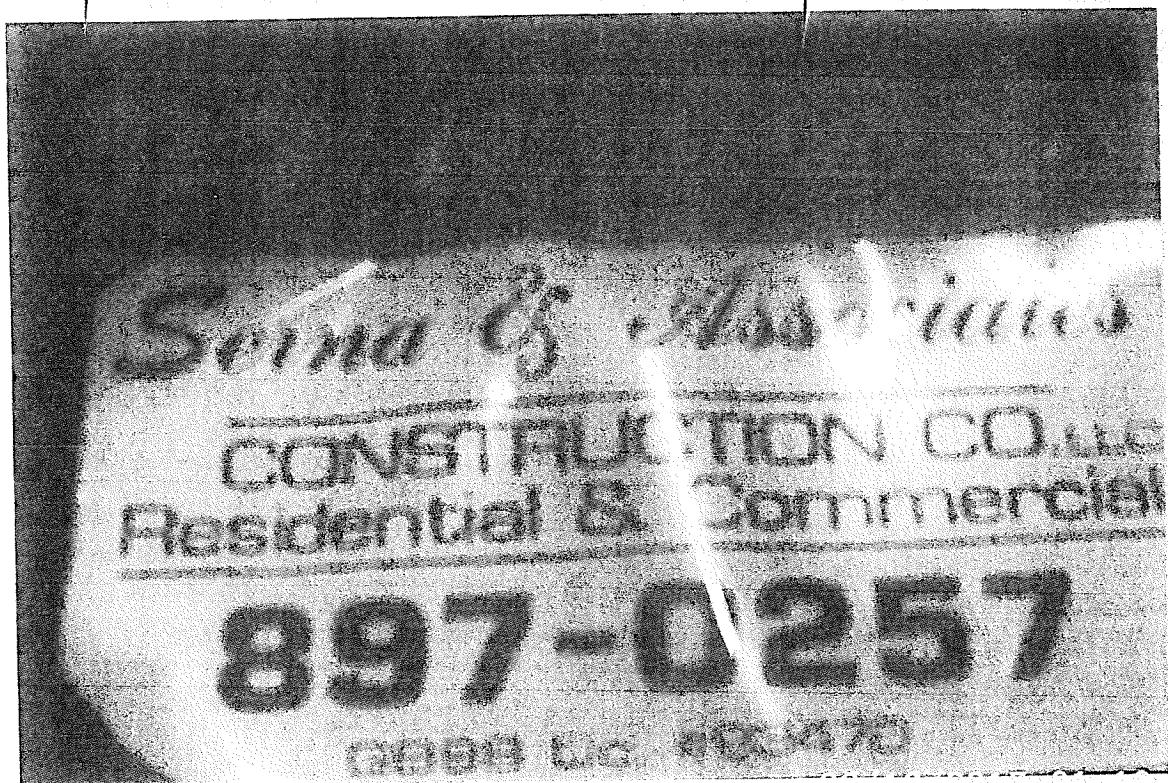
WARRANT NO: 9155239

DATE: 05/16/2017  
VENDOR: CRTSVC  
MARGETTE WEBSTER

Invoice Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
05/12/2017 For general inquiries regarding invoice payments, please call the Bernalillo County Contact Center at (505)224-1608.	D-202-CV-07-6641	D-202-CV-07-6641	19,590.40	0.00	19,590.40

TOTAL 19,590.40

5.



Serna & Associates  
Construction CO. LLC

Building & Beautifying New Mexico

PO Box 66026  
Albuquerque, NM 87193

GB98

Lic# 93470

Emma Serna  
(505) 897-0257

## a toast to your housewarming

Fab looks for your fresh start.



6.  
EXCLUSI  
OFFER  
**20% Off**

PATIO FURNITURE

**ACE**  
The helpful place.

Ace has everything you need for your new home.

**\$5 BONUS**  
when you download the Ace App and link your Ace Rewards account

Never Leave Your Offers at Home!  
Get your rewards faster too!  
Scan here to download.

iPhone Google

QR code

Pioneer Ace Hardware  
4100 Sabana Grande Ave SE  
Rio Rancho, NM 87124

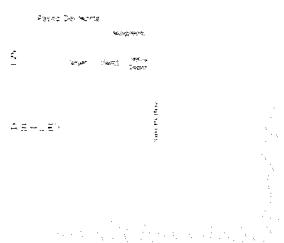
PRSR STD  
U.S. POSTAGE  
PAID  
HEBRON OH  
PERMIT NO. 133

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 87114  
000156990-L6 458/1/26  
Margette Webster  
10812 Olympic St NW  
Albuquerque, NM 87114-5429



Around the block. What you need in stock.  
With people who know their stuff.

VISIT US TODAY!



**5.9** miles  
away!

Ashley

7912 Pan American Freeway NE  
Albuquerque NM  
(505) 768-3400



**20%**  
off\*

promotional  
financial  
available

6.



This is normal.



for  
you

Upper left: Dog, upper right: Puppy, middle: Baby, bottom  
left: Baby, bottom right: Dog. © 2001 Ashley Furniture Industries, Inc. All rights reserved.  
Ashley is a registered trademark of Ashley Furniture Industries, Inc.

FOR OTHERS

for  
you

**ASHLEY** 7912 Pan American Freeway NE  
Albuquerque NM 87109



0165991 \*\*\*\*\*AUTO\*\*5-DIGIT 87114

MARGETTE WEBSTER OR CURRENT HOME ENTHUSIAST  
10812 OLYMPIC ST NW  
ALBUQUERQUE, NM 87114-5429

To unsubscribe from direct mail, please see "Unsubscribe" at the bottom of each mailing.

Record ID: CH03370294

6  
Expire Date: 7/30/2022

## Registration Fee Voucher

\$199.00

To The Order Of Margette Webster  
10812 Olympic St NW  
Albuquerque NM 87114-5429

Signature required for redemption

Signature: \_\_\_\_\_

*Not all consumers have previous coverage. We are not affiliated with your current mortgage holder.*

THIS IS NOT A CHECK

# CONGRATS ON YOUR NEW HOME

How doers  
get more done.

The Home Depot  
P.O. Box 600076  
Marietta, GA 30068-6006

PRESORTED  
STANDARD  
U.S. Postage  
**PAID**  
Palatine P&DC, IL.  
Permit No. 572

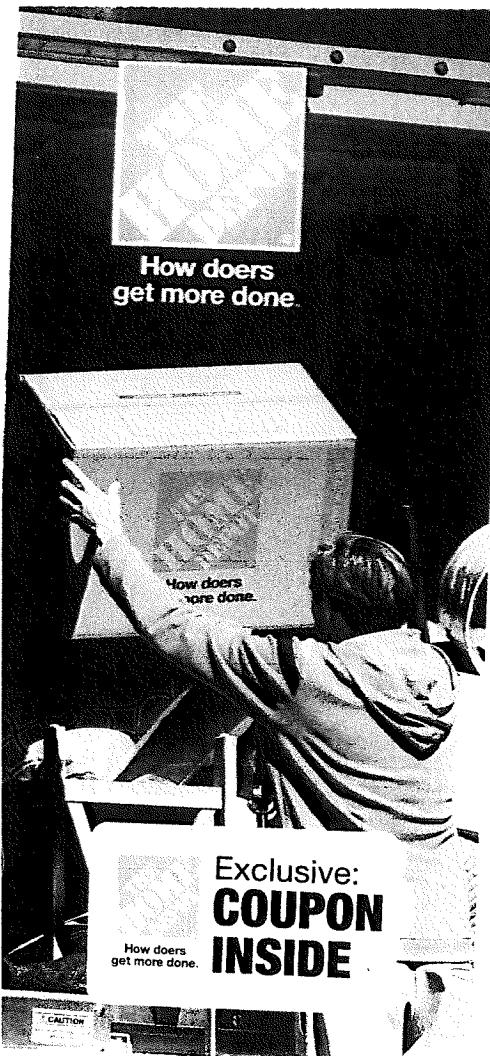
FABR3-0056057  
Margette Webster  
10812 Olympic St NW  
Albuquerque, NM 87114-5429

38



Exclusive:  
**COUPON  
INSIDE**

How doers  
get more done.



IN



Ready to save?

19804 wk25-342 \*43 C1 77443  
Margette Webster  
10812 Olympic St NW  
Albuquerque, NM 87114-5429



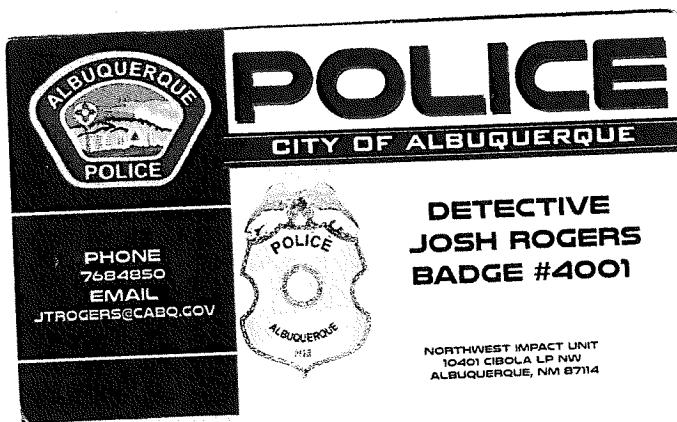
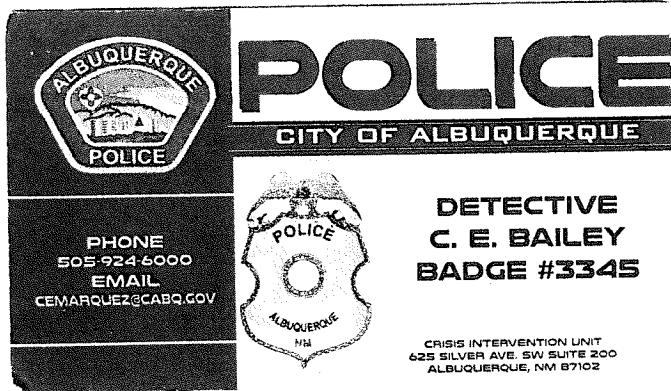
77443

wayfair

Exclusive Offers for  
New Movers

Settle in and save on furniture, decor, and more.





Sheriff's Department Eviction Deputies

1. Garland Leatherman - Badge #5317
  2. Alton Smith - Badge # 3736
- Date of eviction - September 26, 2022.

8.

**SUNWEST BANK OF ALBUQUERQUE, N.A.**  
5400 SAN MATEO NE  
ALBUQUERQUE, NM 87109  
765-3148

115155MT



**DATE:** October 27, 1993

**ATTN:** MARY TRUJILLO

**TITLE CO:** ALBUQUERQUE TITLE CO INC

**TELEPHONE NO:** (505) 831-2323

**SUNWEST BANK CONTACT PERSON:** DAWN A MCCANTS  
(505) 765-3134

**MORTGAGOR(S):** MIKE R SERNA and EMMA R SERNA

**PROPERTY ADDRESS AND LEGAL DESCRIPTION:** (*Legal description in title policy and loan documents must conform to current survey.*)

LOT 1 BLK 10 PARADISE HEIGHTS UNIT 1 - BERNALILLO COUNTY

Mortgagor(s) present address: 10612 OLYMPIC ST NW, ALBUQUERQUE, NM 87125

HOME                    WORK

Mortgagor(s) telephone number(s): (505) 897-0257 (505) 888-8962 (505) 897-0257

#### CLOSING INSTRUCTIONS

This loan is to be closed, as permitted by law, in accordance with the following instructions. Funds will not be requested until you are in a position to deliver to Sunwest Bank a completed loan package with a valid and enforceable first Mortgage and an acceptable Title Insurance Policy. **DO NOT** deposit our funding check until the Mortgage has been sent for recording.

Acting as settlement agent on behalf of Sunwest Bank you hereby covenant that the Closing Protection Letter issued to Sunwest Bank by your underwriter is in full effect and has not been revoked or modified. Servicing as settlement agent also constitutes your agreement to disclose information that you may obtain that would violate our alter underwriting requirements or the making of a said loan.

8.

October 28, 1993

**SUNWEST BANK**

MIKE R SERNA  
 EMMA R SERNA  
 LOT 1 OLYMPIC STREET NW  
 ALBUQUERQUE, NM 87114

RE: Loan # 3062894

Dear Mortgagor(s):

Our permanent investor for your mortgage loan is Boatmen's Mortgage Corporation. This is to advise you that the first payment of your new loan will be due on December 1, 1993 and will consist of the following:

Principal and Interest.....	\$ 490.52
Property Taxes.....	\$ 71.48
Hazard Insurance .....	\$ 26.00
Mortgage Insurance .....	\$ 0.00
Other      flood insurance .....	\$ 15.00
Total Monthly Payment \$ 603.00	

If you should have any questions concerning your loan, please feel free to call your Customer Service Representative at, 1-800-843-5217 or your loan officer. You may make your payment by mailing it to:

*Boatmen's Mortgage Corporation  
 PO Box 236  
 St. Louis, MO 63106-9974*

or by dropping off your payment at any one of our Sunwest locations throughout the state. To insure proper credit to your account, we ask that you indicate the loan number on your check or money order.

At the end of each year you will receive a statement summarizing the application of payments to your account. The summary will show the beginning and the ending loan balance. In addition, we will annually provide you an analysis of your escrow account. At

**ADDENDUM TO HUD-1  
SETTLEMENT STATEMENT**

**NOTICE TO ALL PARTIES:** If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

**CERTIFICATION OF BUYER IN AN FHA-INSURED/VA GUARANTEED/CONVENTIONAL LOAN APPLICATION**

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated \_\_\_\_\_ (including addenda). I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.

Date: 10-28-93

Mike R Serna

MIKE R SERNA

- Borrower

- Borrower

Emma R. Serna

EMMA R SERNA

- Borrower

- Borrower

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

**CERTIFICATION OF SELLER IN AN FHA-INSURED/VA GUARANTEED/CONVENTIONAL LOAN TRANSACTION**

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated \_\_\_\_\_ (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the cash downpayment. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda).

Date: \_\_\_\_\_

- Seller

- Seller

- Seller

- Seller

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

## THE GRANTOR AND GRANTEE'S IRREVOCABLE LIVING TRUST

I Mike R. Serna PRESENTLY OF Albuquerque,

NEW MEXICO, (INDIVIDUALLY THE "GRANTOR") DECLARE AND MAKE THIS IRREVOCABLE LIVING TRUST (THE LIVING TRUST). THIS LIVING TRUST WILL BE KNOWN AS THE "MIKE R. SERNA", GRANTOR, TO "EMMA R. SERNA", HIS WIFE, THE GRANTEE, OF THE IRREVOCABLE LIVING TRUST.

- A. THE GRANTOR PRESENTLY OWNS PROPERTY (the "PROPERTY") AS DESCRIBED IN SCHEDULE A.<sup>A</sup> <sup>B</sup>
- B. THE GRANTOR WISHES TO ENSURE THAT THIS PROPERTY AND ANY INCOME DERIVED FROM THIS PROPERTY IS MANAGED AND EVENTUALLY DISTRIBUTED ACCORDING TO THE FOLLOWING TERMS.

## TRUST PURPOSE:

1. THIS LIVING TRUST IS CREATED FOR THE BENEFIT OF THE BENEFICIARY TO INSURE SHE (EMMA R. SERNA, HIS WIFE) IS WELL PROVIDED FOR AFTER THE DEATH OF THE GRANTOR, HOWEVER DURING THE LIFETIME OF THE GRANTOR, THE INTEREST OF THE GRANTOR WILL BE CONSIDERED PRIMARY. WITH THIS PURPOSE, THE PRIMARY ASSET MANAGEMENT GOAL FOR THIS LIVING TRUST WILL BE THE PROTECTION OF THE VALUE OF THE PROPERTY. THE SECOND ASSET MANAGEMENT GOAL FOR THIS LIVING TRUST IS TO GENERATE INCOME AND GROWTH AT A REASONABLE RISK.

## TRUSTEE:

2. DURING THE LIFETIME OF THE GRANTOR, AND WHILE THE GRANTOR IS NOT INCAPACITATED, HE (MIKE R. SERNA) WILL BE THE PRIMARY TRUSTEE AND NO OTHER PERSON CAN REPLACE HIM. MIKE R. SERNA WILL BE THE SOLE PRIMARY TRUSTEE OF THIS LIVING WILL.

## BENEFICIARIES:

3. UPON THE DEATH OF THE GRANTOR, THE FOLLOWING INDIVIDUAL WILL

Bernalillo County, New Mexico, hereby certify that the foregoing is true, correct and full copy of the instrument herewith set out as appears of record in my office.

Dated this 18<sup>th</sup> day of January, 2022  
**LINDA STOVER**  
 Bernalillo County Clerk  
 By   
 Deputy Clerk

Doc# 2021137374

11/22/2021 04:09 PM Page 1 of 4  
 GCD R. \$25.00 Linda Stover Bernalillo County

## Quitclaim Deed

RECORDING REQUESTED BY Emma Serna, Trustee

AND WHEN RECORDED MAIL TO:

10812 Olympic St., N.W. Grantee(s)  
Albuquerque, NM 87114Consideration: \$ 1.00Property Transfer Tax: \$ 617.32Assessor's Parcel No: 1012 066 522 353 10810PREPARED BY: Emma Serna, Trustee certifies herein that he or she has prepared this Deed.Emma R. Serna, Trustee  
Signature of Preparer
Lot 2 Block 10  
Paradise Unit 1  
Albuquerque, NM 87114
11-19-2021  
 Date of Preparation
Emma R. Serna, Trustee  
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on \_\_\_\_\_ in the County of

Bernalillo, State of New Mexicoby Grantor(s), Mike R. Serna,

whose post office address is \_\_\_\_\_

to Grantee(s), The Mike R. Serna Irrevocable Living Trust.whose ~~post~~ address is 10812 Olympic St., N.W.  
Albuquerque, NM 87114WITNESSETH, that the said Grantor(s), Mike R. Serna & Emma R. Serna for good consideration and for the sum of All Interest

(\$ \_\_\_\_\_) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

Bernalillo County, New Mexico, hereby certify that  
the foregoing is true, correct and full copy of the  
instrument herewith set out as appears of record  
in my office.

Dated this 18 day of January, 2021  
**LINDA STOVER**  
 Bernalillo County Clerk  
 By Linda Stover  
 Deputy Clerk

Doc# 2021137375

11/22/2021 04:08 PM Page 1 of 4  
 GCD R \$25.00 Linda Stover, Bernalillo County

## Quitclaim Deed

RECORDING REQUESTED BY Emma Serna, Trustee  
 AND WHEN RECORDED MAIL TO:

Emma Serna . Grantee(s)  
10812 Olympic St., N.W.  
Albuquerque, NM 87114

Consideration: \$

Property Transfer Tax: \$2,604.12Assessor's Parcel No.: 101206652236210811PREPARED BY: Emma Serna, Trustee certifies herein that he or she has prepared  
this Deed.

Emma R. Serna, Trustee  
 Signature of Preparer

11-19-2021  
 Date of Preparation

Emma R. Serna, Trustee  
 Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 11-19-2021 in the County of  
Bernalillo, State of New Mexico  
 by Grantor(s), Mike R. Serna  
 whose ~~post~~ office address is 10812 Olympic St., N.W., Albuquerque, NM,  
 to Grantee(s), The Mike R. Serna Irrevocable Living Trust,  
 whose ~~post~~ office address is 10812 Olympic St., N.W.,  
Albuquerque, NM 87114.

WITNESSETH, that the said Grantor(s), Mike R. Serna,  
 for good consideration and for the sum of \_\_\_\_\_,

(\$ \_\_\_\_\_) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,  
 does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

10.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

MARGETTE WEBSTER, a/k/a MARGARET  
WEBSTER, as named in judgment and  
DAVID WEBSTER

Plaintiffs,

v.

Cause No. D-202-CV-2019-04800

EMMA R. SERNA, individually and as Trustee of the  
MIKE R. SERNA IRREVOCABLE LIVING TRUST,  
DATED NOVEMBER 17, 2016, and MIKE R. SERNA.

Defendants.

ENDORSED  
FILED IN MY OFFICE 10/8/23

OCT 25 2023

CLERK DISTRICT COURT

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

Margette and David Webster,  
Plaintiffs,

v.

Case no. CV-2019-004800

Emma Serna, and as Trustee of The  
Mike R. Serna Irrevocable Living Trust,  
And Mike R. Serna,  
Defendants.